

UNOFFICIAL COPY

93163233

MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT made as of the 1st day of February, 1993, by and between First Colonial Trust Company, formerly known as Avenue Bank and Trust Company of Oak Park, under Trust Agreement dated July 30, 1982, and known as Trust No. 3208 and Anna Kadlubowski and John Amico, whose address is

(whether one or more, and if more than one, jointly and severally), being hereinafter referred to as the "Borrowers" and OLD KENT BANK, an Illinois Banking Corporation, maintaining its principal office at 105 South York Street, Elmhurst, Illinois 60126, said bank, together with its successors and assigns, including each and every holder from time to time of the note (as hereinafter defined) being hereinafter referred to as the

PROPERTY CLERKS
MORT-LL RECORD, T.
150010-TRAM 1169 03/04/93 15:17:00 \$33.00
#3368 # *-93-165233
COOK COUNTY RECORDER

WITNESSETH :

WHEREAS, the Mortgagee has heretofore loaned the Borrowers the principal sum of One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000.00) which loan is evidenced by a promissory note being hereinafter referred to as the "Note", dated as of October 4, 1990, executed by Borrowers and payable to the order of the Mortgagee, with final payment due on May 1, 1990.

WHEREAS, the Note is secured by a mortgage of even date, therewith being hereinafter referred as to the "Mortgage", executed by the Borrower creating a lien on certain real property located in Cook County, Illinois and legally described on Exhibit A attached hereto, which Mortgage was recorded with the Recorder of Deeds for said county on October 23, 1990, as document number LR3922488 and, re-recorded on January 28, 1991, as document number LR3940697 and,

WHEREAS, the Borrowers and the Mortgagee desire to modify the terms for the payment of the Note as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrowers and the Mortgagee do hereby agree as follows:

1. The principal indebtedness evidenced by the Note presently outstanding is One Hundred Fifteen Thousand and 00/100 Dollars (\$115,000.00) which shall be paid as follows:

Principal and interest shall be paid in installments of \$750.00 each of principal and in addition interest accrued on the unpaid principal balance, commencing April 1, 1993 and on the 1st day of each month thereafter until March 1, 1994 and then principal and interest shall be paid in installments of \$1,000.00 each of principal and in addition

93163233

3380
F.B.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

interest accrued on the unpaid principal balance, commencing April 1, 1994 and on the 1st day of each month thereafter until March 1, 1998, at which time the remaining unpaid principal balance and accrued interest shall be paid in full.

2. All references in the Mortgage to the Note shall refer to the Note as herein modified.
3. All references in the Note to the Mortgage shall refer to the Mortgage as herein modified.
4. Environmental Warranties and Agreements. Mortgagor warrants and represents to, and agrees with, Bank as follows:
 - (a) The premises, and all operations and activities thereon, are and shall continue to be in compliance with all environmental laws, and the premises are not and shall not become (i) contaminated by, or the site of the disposal or release of, and hazardous substance, (ii) the source of any contamination, by any hazardous substance, of any adjacent property or of any ground water or surface water, or (iii) the source of any air emission in excess of any legal limit now or hereafter in effect; and, except as expressly disclosed by Mortgagor to Bank in writing, no asbestos or polychlorinated biphenyls are present or contained in or on the premises.
 - (b) Mortgagor shall take all actions necessary to investigate, clean up, and eliminate the source of, any past, present or future contamination of the premises by any hazardous substance and to prevent any additional contamination of the premises. The taking of action by Mortgagor under this subparagraph (b) shall not limit any other right or remedy available to Bank by reason of any such contamination (including Bank's right to accelerate payment of the Indebtedness).
 - (c) For purposes of this Mortgage, (i) "environmental law" means any past present or future federal, state, local or foreign law, ordinance, rule, regulation or order that regulates or is intended to protect public health or the environment or that establishes liability for the investigation, removal or clean-up of, or damage caused by any environmental contamination, including, without limitation, any law, ordinance, rule, regulation or order that regulates or prescribes requirements for air quality, water quality, or the disposition, transportation or management of waste materials or toxic substances; (ii) "hazardous substance" means any product or waste that is now or hereafter regulated by or subject to any environmental law and any other hazardous substance, pollutant, contaminant or waste, including, without limitation, asbestos and polychlorinated biphenyls; and (iii) property shall be considered to be "contaminated" by a hazardous and (iii) property shall be considered to be "contaminated" by a hazardous substance if a hazardous substance is present on or in the property in any amount of level.

93163233

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

5. The Borrowers hereby restate and reaffirm each and every representation, warrant, covenant and agreement contained in the note and the Mortgage as fully as if such representations, warranties, covenants and agreements were set forth herein.
6. Except as hereinabove and modified and amended, the Note and Mortgage and all of the terms, conditions and provisions thereof, shall in all respects remain unmodified and unchanged and shall continue to serve as evidence of the indebtedness or as security for indebtedness described therein. Without limiting the generality of the foregoing, all provisions of the Note and Mortgage, as respectively amended herein, relating to the defaults in payment of principal interest or other amounts, with respect to other defaults with respect to obligations of the Borrowers, and with respect to remedies of the Bank, shall continue to be as provided in the Note and the Mortgage, as amended herein, without change of modification.
7. It is the express intention and agreement of the parties hereto that neither the modification or the Note and Mortgage or any extension of the maturity or terms thereof as provided aforesaid is intended nor shall be construed as an extinguishment, revocation, satisfaction or discharge of any of the liabilities or obligations under the Note and the Mortgage, or any guaranty thereof. The execution of this Agreement by the Mortgagee shall not be deemed to be a waiver of its rights under any other agreement, note, mortgage, trust deed, security agreement, assignment instrument, guaranty or other document on the part of the Mortgagee in exercising any right nor shall operate as a waiver of such right or any other rights. A waiver and revocation shall not be construed as a bar or waiver of any rights or remedy on any future occasion. All of the Mortgagee's rights and remedies whether evidenced by the Mortgage hereby or by any other agreement, guaranty, mortgage, trust deed, note, security agreement assignment, instrument or other document shall be cumulative and in addition to all other rights and remedies granted to the Mortgagee at law or in equity and may be exercised from time to time as often as deemed expedient by the Mortgagee. The obligations of the Borrowers hereunder shall be joint and several.

IN WITNESS WHEREOF, the Mortgagee and Borrowers have affixed their hands and seals as of the 26th day of February, 1992.

SEE RIDER ATTACHED HERETO AND MADE A PART THEREOF

BORROWERS: FIRST COLONIAL TRUST COMPANY not personally but solely as trustee

THIS INSTRUMENT WAS PREPARED BY CLIFF SCOTT-RUDNICK
OLD KENT BANK
105 SOUTH YORK STREET
ELMHURST, ILLINOIS 60126

Marie A. Fotino
Marie A. Fotino, Vice President
Attest: *Norma J. Haworth*
Norma J. Haworth, Land Trust Officer

UNOFFICIAL COPY

Property of Cook County Clerk's Office

R DEPT-11 RECORD 1. \$33.00
1#0010 TRAM 0169 03/04/93 15:17:00
*3368 \$ --93-165233
COOK COUNTY RECORDER

UNOFFICIAL COPY

MORTGAGEE:

OLD KENT BANK

BY: *Molly Mills*

Its: *AVP*

RETURN TO: Old Kent Bank
Loan Operations
233 S. Wacker Drive
Chicago, IL 60606

Property of Cook County Clerk's Office

93163233

(LOANOP)

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT "A"

Lot 36 in Williamsburg Commons, being a subdivision of part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 34, Township 41 North, Range 9, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on February 5, 1969 as Document Number 24 34 440, in Cook County, Illinois.

FIN #06 34 210 003

Property Commonly Known As: 551 Kathy Lane, Bartlett, Illinois, 60103

(LOANOP)

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

State of Illinois)
) SS.
County of Cook)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Marie A. Fotino, Vice President of First Colonial Trust Company and Norma J. Haworth, Land Trust Officer of First Colonial Trust Company are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Land Trust Officer, respectively, appeared before me this day in person and acknowledges that they signed and delivered the said instrument as their own free and voluntary act of said Land Trust Officer as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26th day of February, 1993.
"OFFICIAL 1993"
Sondra K. Nold
Notary Public, State of Illinois
My Commission Expires 8/11/93
Sondra K. Nold
Notary Public

State of Illinois)
) SS.
County of)

I, _____, a Notary Public in and for said County in the state aforesaid, do hereby certify that _____ of Old Kent Bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that (he) (she) signed and delivered the said instrument as (his) (her) own free and voluntary act of said bank as aforesaid, for the uses and purposes therein set forth; and the said _____ then and there acknowledged that (he) (she), as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as (his) (her) own free and voluntary act and at the free and voluntary act of said Bank of Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 19____.

Notary Public

State of Illinois)
) SS.
County of Cook)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Michael J. Miller personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this _____ day in person and acknowledged he signed and delivered the said instrument at his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26th day of February, 1993.

[Signature]
Notary Public
OFFICIAL SEAL
NOTARY PUBLIC
Notary Public, State of Illinois
My Commission Expires 1-9-91

(LOANOP)

UNOFFICIAL COPY

Property of Cook County Clerk's Office



Boy 124

UNOFFICIAL COPY

RIDER

This document is executed by First Colonial Trust Company, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless representations in said document (all such liability, if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In the event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

93163233

UNOFFICIAL COPY

Property of Cook County Clerk's Office